

11979. Adulteration of canned sardines. U. S. v. 25 Cases of Sardines. Default decree of condemnation, forfeiture, and destruction. (F. & D. No. 17837. I. S. No. 2263-v. S. No. E-4491.)

On September 28, 1923, the United States attorney for the Western District of Pennsylvania, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district a libel praying the seizure and condemnation of 25 cases of sardines, at Johnstown, Pa., consigned on or about July 24, 1923, alleging that the article had been shipped by the Columbian Canning Co., from Lubec, Maine, and transported from the State of Maine into the State of Pennsylvania, and charging adulteration in violation of the Food and Drugs Act. The article was labeled in part: "Columbian Brand Sardines In Mustard Sauce Packed At Lubec, Wash'n Co. Me. By Columbian Canning Co."

Adulteration of the article was alleged in the libel for the reason that it consisted wholly or in part of a filthy, decomposed, and putrid animal substance.

On December 10, 1923, no claimant having appeared for the property, judgment of condemnation and forfeiture was entered, and it was ordered by the court that the product be destroyed by the United States marshal.

C. F. MARVIN, *Acting Secretary of Agriculture.*

11980. Adulteration and misbranding of cottonseed meal. U. S. v. 400 Sacks of Cottonseed Meal. Product released under bond. (F. & D. No. 17466. I. S. Nos. 3352-v, 3353-v. S. No. E-4345.)

On April 21, 1923, the United States attorney for the Western District of North Carolina, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district a libel praying the seizure and condemnation of 400 sacks of cottonseed meal, at Murphy, N. C., alleging that the article had been shipped by the Central Oil & Fertilizer Co., Macon, Ga., in interstate commerce, in part March 26 and in part March 29, 1923. The article was labeled in part: "100 Lbs. Net Good Cotton Seed Meal * * * Guaranteed Analysis Ammonia (minimum) 7.00%."

Analyses of samples of the article by the Bureau of Chemistry of this department showed that it contained less than 7 per cent of ammonia.

It was alleged in substance in the libel that the article was adulterated and misbranded.

On May 26, 1923, the Central Oil & Fertilizer Co., Macon, Ga., having appeared as claimant for the property, and having admitted the material allegations of the libel and filed a bond in the sum of \$1,000, in conformity with section 10 of the act, it was ordered by the court that the product be released to the said claimant upon payment of the costs of the proceedings and that it be not used for food purposes.

C. F. MARVIN, *Acting Secretary of Agriculture.*

11981. Adulteration and misbranding of assorted jellies, assorted jams, and assorted preserves. U. S. v. 119 Cases of Assorted Jellies, et al. Default decrees of condemnation, forfeiture, and sale, with proviso that it might be released under bond to be relabeled. (F. & D. Nos. 17667, 17678. I. S. Nos. 11414-v, 11418-v to 11425-v, incl., 11851-v, 11852-v. S. Nos. W-1394, W-1397.)

On August 1 and 6, 1923, respectively, the United States attorney for the District of Wyoming, acting upon reports by the Secretary of Agriculture, filed in the District Court of the United States for said district libels praying the seizure and condemnation of 119 cases of assorted jellies and 363 cases of assorted jams and preserves, remaining unsold in the original unbroken packages at Cheyenne, Wyo., consigned by the Goodwin Preserving Co., Louisville, Ky., alleging that the articles had been shipped from Louisville, Ky., on or about May 28, 1923, and transported from the State of Kentucky into the State of Wyoming, and charging adulteration and misbranding in violation of the Food and Drugs Act. The articles were labeled in part: (Assorted jellies) (jars and cans) "New Era Brand Jelly Blackberry-Apple" (or "Grape-Apple," "Crabapple," "Raspberry-Apple," or "Currant-Apple") "* * * Goodwin Preserving Co. Incorporated Louisville, Ky. U. S. A.;" (assorted jams) (cans) "Cardinal Brand Apple-Blackberry" (or "Apple-Strawberry" or "Apple-Raspberry") "J-A-M;" (assorted preserves) (jars) "Cardinal Brand Preserves Strawberry-Apple" (or "Blackberry-Apple" or "Raspberry-Apple").

Adulteration of the articles was alleged in the libels for the reason that pectin had been mixed and packed with the said articles so as to reduce and lower and injuriously affect their quality and strength, and for the further

reason that acidified pectin jellies or acidified pectin jam or acidified pectin preserves, as the case might be, had been substituted in part for fruit jelly, fruit jam, and fruit preserves, respectively.

It was alleged in substance in the libels that the articles were misbranded so as to deceive and mislead the purchaser thereof in that they were labeled as "Blackberry-Apple," "Grape-Apple," "Crabapple," "Raspberry-Apple," or "Currant-Apple" jellies, according to the variety, and "Apple-Blackberry J-A-M," "Apple-Strawberry J-A-M," or "Apple-Raspberry J-A-M," and "Preserves Strawberry-Apple," "Preserves Blackberry-Apple," or "Preserves Raspberry-Apple," whereas, in truth and in fact, the said articles consisted of acidified pectin jellies, acidified pectin jams, or acidified pectin preserves, as the case might be. Misbranding was alleged in substance for the further reason that the articles were offered for sale under the distinctive names of other articles, and [with the exception of the said crabapple jelly] were imitations of such other articles.

On September 1 and 22, 1923, respectively, no claimant having appeared for the property, judgments of condemnation and forfeiture were entered, and it was ordered by the court that the products be sold by the United States marshal, with the proviso in the decrees that upon payment of the costs of the proceedings and the execution of bonds in the aggregate sum of \$2,836, in conformity with section 10 of the act, the said products might be released to the owner or owners thereof, on condition that the tumblers, tins, and jars containing the articles be relabeled so as to show the true contents thereof.

C. F. MARVIN, *Acting Secretary of Agriculture.*

11982. Adulteration and misbranding of butter. U. S. v. Mutual Creamery Co., a Corporation. Plea of guilty. Fine, \$105 and costs. (F. & D. No. 17607. I. S. Nos. 8469-v, 8470-v, 8471-v.)

On August 30, 1923, the United States attorney for the District of Nevada, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against the Mutual Creamery Co., a corporation, trading at Fallon, Nev., alleging shipment by said company, in violation of the Food and Drugs Act, as amended, on or about January 25, 1923, from the State of Nevada into the State of California, of quantities of butter, a portion of which was adulterated and misbranded and the remainder of which was misbranded. The three lots of the article were labeled in part, respectively: "Cascade Pasteurized Butter Net Weight One Pound When Packed Pasteurized Creamery Butter Guaranteed by Mutual Creamery Company * * * Los Angeles;" "1 Pound Net Weight Churchill Creamery Inc. Fallon, Nevada;" "Maid O'Clover * * * Butter * * * One Pound Net * * * Guaranteed by Mutual Creamery Company * * * Salt Lake City, Utah."

Examination by the Bureau of Chemistry of this department of 48 prints each of the Cascade, Maid O'Clover, and the Churchill Creamery brands of the article showed an average net weight of 15.74, 15.41, and 15.71 ounces, respectively. Analysis of the Cascade brand butter by said bureau showed that it was deficient in fat and contained excessive moisture.

Adulteration was alleged in the information with respect to the Cascade brand butter for the reason that a product deficient in milk fat and containing an excessive amount of moisture had been substituted for pasteurized creamery butter, which the article purported to be.

Misbranding was alleged with respect to the Cascade brand butter for the reason that the statement, "Pasteurized Creamery Butter," borne on the packages containing the article, was false and misleading in that it represented that the said article consisted wholly of pasteurized creamery butter, and for the further reason that it was labeled as aforesaid so as to deceive and mislead the purchaser into the belief that it consisted wholly of pasteurized creamery butter, whereas, in truth and in fact, it did not but did consist in whole or in part of a product deficient in milk fat and contained an excessive amount of moisture.

Misbranding was alleged with respect to all of the said article for the reason that the respective statements, "Net Weight One Pound," "1 Pound Net Weight," and "One Pound Net," borne on the packages containing the various lots of the article, were false and misleading in that they represented that each of the said packages contained 1 pound net of butter, and for the further reason that it was labeled as aforesaid so as to deceive and mislead the purchaser into the belief that each of the said packages contained 1 pound net